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CUTLER & ASSOCIATES, LTD.

ATTORNEYS AT LAW
4131 MAIN STREET
SKOKIE IL 60076

TELEPHONE (847) 673-8600
FAX (847) 673-8636

Case No. 24-06352

This will serve as our engagement agreement for Post Filing Service in the above captioned Chapter 7 bankruptcy.

The agreement will become effective only when you complete and sign it.

Please read this agreement carefully and be sure you understand it. If you have any questions, you should consult with me before signing.

Firm has informed me/us that as a result of my/our filing bankruptcy, I/we have no current legal obligation to pay Firm any fees to complete my/our bankruptcy.

I/we understand that the fee I/we previously paid Firm was used for attorney fees and that there are court filing fees due in my/our case and there is additional work required to be performed which is not included in the fee already paid to Firm.

I/we understand that signing this agreement creates a new obligation for me/us to pay Firm for costs and services.

I/we understand that if I/we do not sign this agreement, Firm may not pay the court filing fees due in my/our case and this may result in dismissal of my/our bankruptcy case.

I/we am/are informed that Firm has an inherent conflict of interest in asking me/us to sign this agreement. The conflict is that I/we hired Firm to relieve me/us of my/our debts, but Firm is asking me/us to enter into this agreement which is causing me/us to incur new debt and my/our signing this agreement is in the Firm's own self-interest. By signing this agreement, I/we understand that I/we am/are waiving this conflict.

Notwithstanding the fact that I/we am/are not required to sign this agreement or pay Firm any additional amounts, I/we would like to do so and would like to hire Firm to provide the following services:

1. Complete any necessary required filings with the court and/or amendments thereto;
2. Obtain updated documents as required by the trustee appointed to my/our case;
3. Timely (subject my/our cooperation) forward all required documents to my/our trustee;
4. Notify me/us of the section 341 meeting of creditors and any documents I/we bring to such meeting;
5. Prepare for and accompany me/us to the section 341 first meeting of creditors;
6. Correspond with my/our creditors to make sure they have been notified of my/our bankruptcy proceeding;
7. Assist in the amendments to the papers filed and the production of such documents as the trustee requests;
8. Assist me/us in the execution of reaffirmation agreements that are in my/our best interest;
9. Remain available through the close of my/our case to answer any questions and provide me/us with legal advice regarding my/our bankruptcy;
10. Assist me/us in regards to any post filing garnishment matters;
11. Monitor all court filings and promptly notify me/us of all relevant matters;
12. Promptly forward me/us all correspondence Firm receives from your creditors;
13. Monitor all deadlines and the status of my/our debtor education class;
14. Assist me/us in compliance with bankruptcy audits;
15. Advise me/us on redemption of property;

16. Handle the following lien avoidance motions: _____ (none if not stated) – This must be completed if I/we own real estate and have a judgement against me/us;
17. Timely negotiate with the Trustee regarding any property or actions that the Trustee may pursue which could be adverse to my/our interests;
18. Pay necessary court filing fees.

THE FOLLOWING SERVICES ARE NOT INCLUDED

1. Judicial lien avoidances not specifically identified above;
2. Representation in any adversary proceeding(s);
3. Representation in any state court matters.

I agree to pay Firm in the following manner:

\$199 on or before	<u>5/30/24</u>	\$199 on or before	<u>6/30/24</u>
\$199 on or before	<u>7/30/24</u>	\$199 on or before	<u>8/30/24</u>
\$199 on or before	<u>9/30/24</u>	\$199 on or before	<u>10/30/24</u>
\$199 on or before	<u>11/30/24</u>	\$199 on or before	<u>12/30/24</u>
\$199 on or before	<u>1/30/25</u>	\$199 on or before	<u>2/30/25</u>

I may terminate my obligations under this Agreement within 14 days of execution by written notice sent to Firm at the above address. Should I do so, Firm will not collect any further payment from me and this Post-Petition Fee Agreement will become null and void. However, any payments made for court filing fees in my case will not be returned.

Firm agrees that in the event I do not receive a discharge of my debts as a result of Firm's failure to provide any service, Firm will promptly refund me all payments received under this agreement.

You understand that the fee we are charging you is a "special purpose" or "flat" fee. In setting our fee, we have considered the following factors based on what we expect from the average Chapter 7 Bankruptcy: (1) the time and labor expended; (2) the novelty and difficulty of the question raised; (3) the skill required to properly perform the legal services rendered; (4) our opportunity costs in handling your matter; (5) the customary fee for like work; (6) our expectations at the outset of this agreement; (7) the time limitations imposed by you or the circumstances; (8) the facts you have informed us about and the result we expect to achieve; (9) our experience, reputation and abilities; (10) whether or not there are issues which would cause other attorneys in our legal community to not accept your case; (11) the nature and length of the professional relation between you and us; and (12) attorney's fees in similar cases. Your case may take us more time or less time than a typical case and this is a risk we undertake by agreeing to represent you on a flat fee.

You understand that due to the flat fee nature of our work, we do not expect to track our time on your case. If you want us to track our time on the specifics of your case, do not sign this agreement.

Due to the fact that we cannot choose your 341 meeting date, we cannot promise to have any specific attorney attend the meeting with you. Your attorney will explain what will happen at your 341 meeting and you are encouraged to ask your attorney any questions you have about such meeting.

You agree that all documents and information you provide us will be complete, accurate and truthful. You agree to review your petition prior to filing your case. You are responsible for any inaccuracies in your petition. **If you do not understand anything**, we will be glad to explain it.

There is an inherent conflict wherever attorneys represent debtors in bankruptcy for a fee. We are working to alleviate your financial issues, while at the same time charging a fee. There have also previously been cases that questioned whether asking you to sign an agreement after the filing of your bankruptcy case to pay an attorney for services rendered after the filing of your case presents a possible additional conflict of interest. We can only represent you if that

representation will not be limited by our own interests. We believe our ability to represent you will not be affected by your ongoing obligation to pay our post-petition fee. By signing this agreement, you are waiving this conflict and are allowing us to represent you. You do not have to waive this conflict of interest and can instead choose not to hire us. You also have the right to consult separate counsel to discuss whether you should waive this conflict.

In the event your case is dismissed or you do not get a discharge as a result of any failure on our part, we will promptly refund all fees you have paid us.


You agree to provide all required documents necessary to complete your petition no later than 30 days after execution of this agreement. If documents are not provided by this date, this agreement will be null and void and we may close your file and retain all payments you have made to us.

Documents may be submitted to us in person for copying, by fax, text or by email in PDF format. We will not accept original documents. All documents you give us will be reviewed, scanned as necessary and destroyed.

We can add creditors to your petition within a reasonable time after filing. However, there is a fee of \$100 which includes a \$32 court cost that must be paid prior to us amending your petition. If you wish for us to add creditors to your petition prior to discharge you must provide us a list of the missing creditors and the \$100 no later than 30 days prior to discharge.

It is very important for you to inform us of any credit card purchases within the last six months for non-essential items and cash advances. We consider food, gas, medical and other such purchases to be essential. Any non-essential purchases in excess of \$500 should be specifically discussed with me so that we can best serve your interests.

Sincerely:



Cutler & Associates, Ltd.
A Debt Relief Agency. We help people file for
bankruptcy relief under the Bankruptcy Code

Reviewed with Attorney and Accepted:


Client

Client

Recurring Payment Authorization Form

Schedule your payment to be automatically deducted from your bank account. Just complete and sign this form to get started!

Recurring Payments Will Make Your Life Easier:

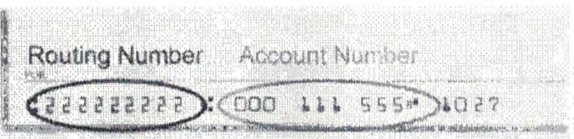
- It's convenient (saving you time and postage)
- Your payment is always on time (even if you're out of town), eliminating late charges

Here's How Recurring Payments Work:

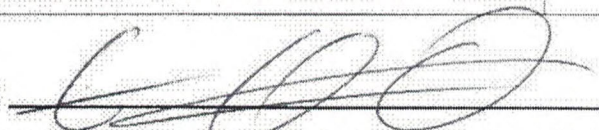
You authorize regularly scheduled charges to your checking/savings account. You will be charged the amount indicated below each billing period. The charge will appear on your bank statement as an "ACH Debit." You agree that no prior-notification will be provided.

Please complete the information below:

Printed Name:	Albert Davis	Case Number:	24-06352
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Checking/ Savings Account ____ Checking ____ Savings Name on Acct. _____ Bank Name _____ Routing Number _____ Account Number _____ 	Debit Card Card Number _____ Exp Date: _____ Security Code _____ Billing Zip: _____
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SIGNATURE



DATE

I understand that this authorization will remain in effect until I cancel it in writing, and I agree to notify Cutler and Associates, Ltd. in writing of any changes in my account information or termination of this authorization at least 15 days prior to the next billing date. In the event I terminate these payments Phoenix Fresh Start Bankruptcy/Cutler and Associates, Ltd., may elect to withdraw from my bankruptcy case and cease all work on my case. If the above noted payment dates fall on a weekend or holiday, I understand that the payments may be executed on the next business day. For ACH debits to my checking/savings account, I understand that because these are electronic transactions, these funds may be withdrawn from my account as soon as the above noted periodic transaction dates. In the case of an ACH Transaction being rejected for Non Sufficient Funds (NSF) I understand that Cutler and Associates, Ltd. may at its discretion attempt to process the charge again within 30 days, and agree to an additional \$25 charge for each attempt returned NSF which will be initiated as a separate transaction from the authorized recurring payment. I acknowledge that the origination of ACH transactions to my account must comply with the provisions of U.S. law. I certify that I am an authorized user of this bank account and will not dispute these scheduled transactions with my bank; so long as the transactions correspond to the terms indicated in this authorization form.